

FBI EMPLOYMENT AGREEMENT

As consideration for my employment, or my continued employment, with the Federal Bureau of Investigation (FBI), United States Department of Justice, I hereby agree to be governed by and to comply with the following provisions:

1. Unauthorized disclosure, misuse, or negligent handling of information contained in the files, electronic or paper, of the FBI or which I may acquire as an employee of the FBI could impair national security, place human life in jeopardy, result in the denial of due process, prevent the FBI from effectively discharging its responsibilities, or violate federal law. I understand that by being granted access to such information, I am accepting a position of special trust and am obligated to protect such information from unauthorized disclosure.
2. All information acquired by me in connection with my official duties with the FBI and all official material to which I have access remain the property of the United States of America. I will surrender upon demand by the FBI, or upon my separation from the FBI, all materials containing FBI information in my possession.
3. I will not reveal, by any means, any information or material from or related to FBI files or any other information acquired by virtue of my official employment to any unauthorized recipient without prior official written authorization by the FBI.
4. Prior to making any disclosure, I will seek a determination of whether the information may be disclosed. I agree to be bound by the guidelines governing prepublication review found in the FBI's Prepublication Review Policy Guide (0792PG) as those procedures may from time to time be amended. I understand that, in this context, "publication" includes disclosure of information to anyone by any means. I will submit for review the full text of any proposed disclosure addressed by the FBI's Prepublication Review Policy or this employment agreement as required by the policy at least thirty (30) working days prior to the proposed publication.
5. I understand and agree that for two years after separating from the FBI, I must report back to the FBI, at least annually, if I work directly for, represent, or provide national security related advice to the government of a foreign country, or any person whose activities are directly or indirectly supervised, directed, controlled, financed or subsidized (in whole or major part) by any government of a foreign country.
6. I understand that these provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by federal law does not constitute public disclosure or declassification, if applicable, of such information.
7. Violations of this employment agreement may constitute cause for revocation of my security clearance, subject me to criminal sanction, disciplinary action by the FBI, including dismissal, and subject me to personal liability in a civil action at law, including but not limited to injunctive relief, the imposition of a constructive trust, and the disgorging of any profits arising from any unauthorized publication or disclosure. In that regard, I hereby irrevocably assign all rights, title, and interests in any such profits to the United States.
8. I have read this agreement carefully. Each of the numbered paragraphs of this agreement is severable and if a court should find any of these paragraphs to be unenforceable, I agree that the remaining provisions will continue in full force.
9. I have read and understand the guidelines on prohibited disclosures that are attached.
10. I accept the above provisions as conditions of my employment or continued employment by the FBI. I agree to comply with these provisions both during my employment in the FBI and following termination of such employment.

(Printed Name)

(Signature)

(SEAL)

Witnessed and accepted on behalf of the Director, FBI, on _____, by _____
(Date) (Signature)

Enclosure

67-_____

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PROHIBITED DISCLOSURES

Employees shall not disclose the following types of information to unauthorized recipients, except in the performance of official duties or as authorized under the Prepublication Review process.

Information protected from disclosure by the Privacy Act of 1974, as amended;

Information that is classified or the disclosure of which could harm national security;

Information that reveals sensitive law enforcement, intelligence, counterintelligence, or counterterrorism techniques, sources, or methods of the FBI or any other governmental entity;

Information that would reveal grand jury material protected from disclosure by Rule 6(e) of the Federal Rules of Criminal Procedure;

Information that would tend to reveal the identity of a confidential source or the identity of a government agency or authority or private institution which furnished information on a confidential basis;

Information that relates to any sensitive operational details or the substantive merits of any ongoing or open investigation or case;

Proprietary information and trade secrets;

Information pertaining to wiretaps or intercepts, electronic communications (including storage mechanisms), or foreign intelligence protected or regulated by Title III (Title 18, United States Code, Sections 2510-2520) or F.I.S.A. (Title 50, United States Code, Sections 1801-1862);

Information pertaining to currency transaction reports regulated or protected by Title 31, United States Code, Section 5313-5319;

Tax return information regulated or protected by Title 26, United States Code, Section 6103;

Information pertaining to contractor bids or proposals or source-selection information before the award of the procurement contract to which the information relates;

Any other information the disclosure of which is prohibited by law, Executive Order, or regulation; or

Any other information that the FBI would have discretion to withhold from disclosure pursuant to civil discovery obligations, the Freedom of Information Act and Privacy Act, or any other statute, law, or regulation.